



233 South Wacker Drive, 69th Floor | Chicago, IL 60606 | TEL 312.624.6300 | FAX 312.324.6309

December 15, 2023

DIRECT DIAL 312.256.9425 | thomas.fawkes@tuckerellis.com

VIA EMAIL

NP Wildeat TIC 1, LLC
180 Avenida La Pata
San Clemente, CA 92673
Attn: Patrick Nelson

Re: Confirmation of Engagement

Dear Patrick:

This letter will confirm the terms and conditions on which Tucker Ellis LLP (the "Firm") will undertake to represent NP Wildcat TIC 1, LLC (the "Client") in the filing and prosecution of a bankruptcy petition to be filed in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court").

The Firm is being retained solely as counsel for the Client and our representation pursuant to the terms of this letter does not encompass the representation of any other individual or any other entity other than the entities listed above.

All fees and expenses incurred by the Firm will be subject to Bankruptcy Court approval, and shall be governed by the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of the Bankruptcy Court, and any orders entered by the Bankruptcy Court in the chapter 11 cases. As an accommodation to the Clients, the Firm has agreed to charge fifty percent (50%) of its standard rates for non-working travel time incurred in these cases. The Firm will make every effort to minimize costs associated with hearings and opt to use telephonic or video hearings whenever possible.

I will be the partner in charge of this matter with assistance from other partners, counsel, associates, law clerks and paraprofessionals at the Firm as may be appropriate. For the 2022 calendar year, my hourly rate is \$655.00, Partner Matthew Kaplan's hourly rate is \$700.00, Counsel Jason Ben's hourly rate is \$600.00, and Associate Edet Nsemo's hourly rate is \$420.00. The rates of other attorneys that may provide services in this matter range from approximately \$250.00 for new associates to \$895.00 per hour for senior partners (however, no attorney with a rate exceeding \$700.00 per hour will provide services in these cases). Paraprofessional services will be provided at between \$150.00 and \$265.00 per hour. Rates may adjust on a yearly basis. You should contact me with any questions you may have about our work or any other aspect of our representation of the Clients.

In addition, the Firm's invoices will include charges for services and costs which law firms customarily charge in addition to fees for legal services, and which will also be subject to Bankruptcy Court approval. These costs include travel expenses (including mileage, parking, airfare, lodging, meals and ground transportation), messenger and delivery services, filing fees and similar expenses for services rendered by third parties. The Firm's invoices may also include charges for costs and



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services such as photocopying and computerized legal research. Upon request, we will provide a schedule of the current costs for the various services.

Invoices for fees and costs will be submitted monthly and are payable no later than 30 days after the invoice date at the address specified on the invoice for payment. For any outstanding balance that has not been paid by the Client within 90 days of the invoice date, the Firm will charge the Client interest at a rate of 0.75% per month (9% on annual basis) calculated from the date of the invoice until the outstanding balance is paid. The fees will be based primarily on the time spent on the matter by the Firm's attorneys, law clerks and paralegals. *Please note that this provision is subject to Bankruptcy Court approval and prior approval of the Firm's requested fees and expenses, where necessary.*

As you are aware, the United States Bankruptcy Code requires the Firm to be a "disinterested person" as that term is defined in 11 U.S.C. § 101(14). The Firm has supplied all required disclosures to the Clients required in order to demonstrate that the Firm is a disinterested person to the Clients, and the Clients concur with the Firm's assessment of disinterestedness.

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct and Bankruptcy Court approval. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter. If permission for withdrawal is required by a court or administrative tribunal, we will promptly apply for such permission, and will assist the Clients as it may desire to engage successor counsel to represent them.

In the course of our engagement, we are likely to come into possession of copies or originals of documents or other materials belonging to the Clients or others. Upon conclusion of the engagement, the Clients should advise the Firm as to which, if any, of the documents and materials in our files should be returned. The Firm may keep copies of any documents it returns to the Clients. Any remaining documents may be retained in the Firm's files for a time and then destroyed in accordance with the document retention program then in effect.

If you have any questions concerning this letter or our representation, please call the undersigned at (312) 256-9425.

Tucker Ellis appreciates this opportunity to provide legal services, and we look forward to working with you.

Very truly yours,
TUCKER ELLIS LLP

A handwritten signature in black ink that reads "Thomas R. Fawkes".

Thomas R. Fawkes
Partner

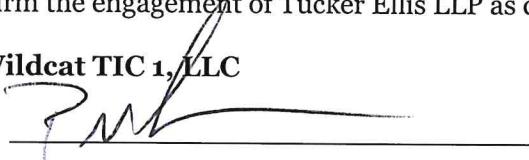
Tucker
Ellis | LLP

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I confirm the engagement of Tucker Ellis LLP as counsel to the Client as set forth herein.

NP Wildcat TIC 1, LLC

By:



Its: _____

Date: _____

TRF:blf